

CONNECTHEOR TERMS OF USE

Professional Services Terms

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1. Introduction and acceptance

- 1.1 These Terms of Use (the “Terms”) constitute a legally binding agreement between ConnectHEOR Limited, a company incorporated in England and Wales under company number 12933232, whose registered office is at 5 St. John’s Lane, London, England EC1M 4BH, United Kingdom (“ConnectHEOR”, “Company”, “we”, “us” or “our”), and the person or legal entity accessing or using any Service (“Customer”, “User”, “you” or “your”). ConnectHEOR and Customer are each a “Party” and together the “Parties”.
- 1.2 These Terms govern access to and use of ConnectHEOR websites, client portals, applications, digital tools, dashboards, reports, content, software-enabled features, professional services and any related offering identified in an Order Form or Statement of Work.
- 1.3 By accessing or using a Service, clicking to accept these Terms, signing an Order Form that refers to them, or permitting an Authorised User to use a Service, Customer accepts these Terms. If an individual accepts on behalf of an organisation, that individual represents that they have authority to bind that organisation.
- 1.4 If Customer does not agree to these Terms, Customer must not access or use the Services. Website information intended solely for general public viewing remains subject to the relevant provisions of these Terms, including intellectual property, acceptable use, disclaimers and liability provisions.
- 1.5 Information available on publicly accessible portions of the Site is provided for general informational purposes only and does not constitute professional advice, legal advice, medical advice, regulatory advice, healthcare advice or a binding commercial offer.

2. Contracting entity and authority

- 2.1 Unless an Order Form expressly identifies another ConnectHEOR Affiliate as the contracting entity, the contracting entity is ConnectHEOR Limited.
- 2.2 Customer represents and warrants that it is validly organised, has full power and authority to enter into the Agreement, and that execution and performance do not breach any other obligation binding on Customer.
- 2.3 Affiliates may purchase or receive Services only where expressly permitted in an Order Form. Customer remains responsible for the acts and omissions of its Affiliates and Authorised Users as if they were Customer’s own.

3. Definitions and interpretation

Term	Meaning
Affiliate	an entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party.
Agreement	these Terms together with each applicable Order Form, Statement of Work, Data Processing Addendum and any other document expressly incorporated by reference.
Applicable Law	all laws, statutes, regulations, regulatory requirements, binding codes, court orders and sanctions applicable to a Party, the Services or the relevant Processing.
Authorised User	an employee, officer, consultant or contractor whom Customer authorises to use a Service for Customer’s internal business purposes.
Background IP	Intellectual Property Rights owned, developed or acquired by a Party independently of the Agreement, including improvements not specifically created as a Deliverable.
Confidential Information	non-public information disclosed by or on behalf of a Party that is marked confidential or should reasonably be understood as

Term	Meaning
	confidential given its nature and circumstances of disclosure.
Control	direct or indirect ownership of more than fifty per cent of voting interests or the power to direct management and policies.
Customer Data	data, documents, materials, instructions and content submitted, supplied, uploaded or made available by or for Customer, excluding ConnectHEOR Materials.
Deliverable	a work product expressly identified as a deliverable in an applicable Statement of Work, excluding ConnectHEOR Materials and Background IP.
Documentation	user guides, specifications or instructions supplied by ConnectHEOR for a Service.
Fees	fees, charges and reimbursable expenses stated in an Order Form or Statement of Work.
Intellectual Property Rights	patents, copyright, database rights, design rights, trade marks, service marks, domain names, rights in software, confidential information, trade secrets, know-how and all analogous rights, registered or unregistered, anywhere in the world.
Order Form	an ordering document, proposal, quotation or subscription form executed or accepted by the Parties that identifies Services, Fees and commercial terms.
Personal Data	has the meaning given under Applicable Data Protection Law.
Professional Services	research, HEOR, real-world evidence, market access, evidence generation, analytics, advisory, medical affairs support, training, implementation, project management and related services.
Services	the websites, platforms, Professional Services, technology-enabled offerings, support, Deliverables and other services provided under the Agreement.
Statement of Work or SOW	a document describing project scope, assumptions, Deliverables, milestones, responsibilities, timetable, Fees and acceptance criteria.
ConnectHEOR Materials	ConnectHEOR Background IP and all methodologies, frameworks, templates, tools, models, algorithms, taxonomies, libraries, software, workflows, know-how, report formats and generic components used in or developed in connection with the Services.

3.1 Headings do not affect interpretation. “Including” means “including without limitation”. References to writing include email unless a formal notice is required. A reference to legislation includes amendments, consolidations and replacements. If a deadline falls on a non-Business Day in England, it moves to the next Business Day unless the Order Form states otherwise.

4. Scope of Services

- 4.1 ConnectHEOR shall provide the Services described in the applicable Order Form or SOW with reasonable skill and care and materially in accordance with agreed specifications.
- 4.2 Any dates, timelines, estimates or projections are dependent on Customer's timely performance of its responsibilities and, unless expressly stated as binding, are good-faith estimates rather than guarantees.
- 4.3 ConnectHEOR may improve, update or modify generally available digital Services, provided that it does not materially reduce the core functionality purchased during the applicable committed term. ConnectHEOR may discontinue a feature where required for security, legal compliance, third-party dependency or product lifecycle reasons.
- 4.4 No purchase order or procurement portal term issued by Customer shall amend the Agreement. Such document is administrative only unless an authorised representative of ConnectHEOR expressly agrees otherwise in writing.

5. Accounts and access

- 5.1 Customer shall ensure that account information is complete, accurate and kept current. Accounts are personal to the assigned Authorised User and may not be shared, transferred or used by another person.
- 5.2 Customer is responsible for maintaining confidentiality of credentials, implementing reasonable access controls and promptly notifying ConnectHEOR of suspected compromise, unauthorised access or misuse.
- 5.3 Customer is responsible for all activities conducted through its accounts except to the extent directly caused by ConnectHEOR's breach of the Agreement. ConnectHEOR may require password resets, multi-factor authentication or other reasonable security measures.
- 5.4 ConnectHEOR may monitor access and usage for security, support, compliance, capacity planning and enforcement of the Agreement, subject to Applicable Data Protection Law.

6. Licence and permitted use

- 6.1 Subject to payment of Fees and compliance with the Agreement, ConnectHEOR grants Customer during the applicable term a limited, non-exclusive, non-transferable, non-sublicensable and revocable right for Authorised Users to access and use the relevant digital Service and Documentation solely for Customer's internal business purposes.
- 6.2 No source code, ownership interest or other right is transferred. Rights not expressly granted are reserved by ConnectHEOR and its licensors.
- 6.3 Customer may not exceed any scope, usage, user or project limitations stated in the applicable Order Form or Statement of Work.

7. Acceptable use restrictions

- 7.1 Customer shall not, and shall not permit any other person to: (a) reverse engineer, decompile, disassemble or attempt to derive source code, underlying ideas, models or algorithms, except to the limited extent such restriction is prohibited by law; (b) copy, modify, translate, adapt or create derivative works of a Service or ConnectHEOR Materials except as expressly authorised; (c) resell, sublicense, lease, time-share, provide service-bureau access or otherwise make a Service available to a third party; (d) bypass access, usage or security controls; (e) introduce malware, malicious code or harmful content; (f) interfere with integrity, availability or performance; (g) scrape, crawl, harvest or use automated extraction without written permission; (h) use a Service to build, train, benchmark or improve a competing product, model or dataset; (i) remove proprietary notices; (j) upload unlawful, infringing, discriminatory, defamatory or misleading material; or (k) use a Service contrary to Applicable Law.
- 7.2 Customer shall not submit patient-identifiable information, special category data, protected health information, controlled data or regulated research data unless the relevant SOW and DPA expressly permit that category and required safeguards are in place.
- 7.3 ConnectHEOR may investigate suspected misuse and take proportionate measures, including restricting content, preserving evidence and suspending access in accordance with Clause 25.

8. Customer responsibilities

- 8.1 Customer shall provide timely cooperation, decisions, personnel, access, systems, information, materials, approvals and dependencies reasonably required to deliver the Services.

- 8.2 Customer warrants that Customer Data and instructions are accurate, complete and lawfully obtained; that Customer has all rights, notices, consents and lawful bases required to provide them; and that ConnectHEOR's authorised use will not infringe third-party rights or Applicable Law. Customer further warrants that Customer Data has been collected, generated, transferred, disclosed and made available in compliance with all applicable privacy, healthcare, research, ethics and regulatory requirements.
- 8.3 Customer remains responsible for clinical, regulatory, reimbursement, legal, financial, commercial and business decisions. Customer shall independently verify Deliverables before relying on them for material decisions or external submissions.
- 8.4 Any delay or failure caused by Customer may entitle ConnectHEOR to adjust timetable, scope, resources and Fees through change control.

9. Professional services and project governance

- 9.1 Each SOW should identify scope, assumptions, exclusions, Deliverables, milestones, dependencies, project contacts, Fees, acceptance criteria and change-control arrangements.
- 9.2 Unless stated otherwise, Customer shall review each Deliverable promptly and notify ConnectHEOR in reasonable detail of any material non-conformity against express acceptance criteria within ten Business Days of delivery. If no notice is received, the Deliverable is deemed accepted. ConnectHEOR shall have a reasonable opportunity to correct a valid non-conformity.
- 9.3 Any change to scope, assumptions, data, timing, staffing or Deliverables must be documented in a change request. ConnectHEOR has no obligation to begin changed work until impact on Fees, timetable and resources is agreed.
- 9.4 ConnectHEOR may use employees, Affiliates and subcontractors to perform Services and remains responsible for their performance to the extent required by the Agreement. ConnectHEOR may determine staffing, personnel, subcontractors, technologies, methodologies, delivery models and performance approaches in its sole discretion provided that the Services continue to be delivered in accordance with the Agreement.

10. Fees, invoicing and taxes

- 10.1 Customer shall pay Fees in the currency and by the due date stated in the applicable Order Form or SOW. Unless stated otherwise, invoices are payable within thirty days of invoice date without set-off, counterclaim, deduction or withholding except as required by law.
- 10.2 Fees are exclusive of VAT, sales, use, withholding and similar taxes. Customer shall pay applicable transaction taxes, excluding taxes based on ConnectHEOR's net income. If withholding is required, Customer shall provide valid evidence and cooperate to obtain available treaty relief.
- 10.3 Undisputed overdue amounts may bear interest at the rate of four per cent per annum above the Bank of England base rate or the maximum lawful rate, whichever is lower, from due date until payment. ConnectHEOR may recover reasonable collection costs.
- 10.4 Customer must notify ConnectHEOR of a good-faith invoice dispute within ten Business Days, describing the disputed amount and basis. Customer shall pay undisputed amounts when due.
- 10.5 Expenses are reimbursable only where stated in the SOW or approved in writing. Subscription and committed Fees are non-cancellable and non-refundable except as expressly stated.

11. Customer Data and materials

- 11.1 As between the Parties, Customer retains ownership of Customer Data. Customer grants ConnectHEOR and its Affiliates and approved subcontractors a non-exclusive, worldwide, royalty-free licence during the Agreement to host, copy, use, transmit, modify, analyse and otherwise process Customer Data solely to provide, secure, support and administer the Services and as otherwise permitted by the Data Processing Addendum.
- 11.2 Customer is responsible for maintaining appropriate source copies and backups of Customer Data unless backup obligations are expressly included in the Service.
- 11.3 ConnectHEOR may reject or quarantine Customer Data that creates a security, legal, technical or operational risk. ConnectHEOR is not required to review Customer Data for accuracy, legality or completeness.

12. Intellectual property rights

- 12.1 ConnectHEOR and its licensors retain all right, title and interest in and to the Services, ConnectHEOR Materials, Documentation, Background IP, improvements, configurations, generic developments and all related Intellectual Property Rights.
- 12.2 No assignment of ConnectHEOR Background IP or ConnectHEOR Materials occurs merely because they are embedded in, used to create or delivered with a Deliverable.
- 12.3 Customer shall not challenge, register or assist another person to challenge or register ConnectHEOR's names, marks, domains or proprietary rights.
- 12.4 If Customer provides materials owned by a third party, Customer is solely responsible for obtaining sufficient rights for ConnectHEOR to use them for the Services.

13. Deliverables and licence rights

- 13.1 Ownership and permitted use of Deliverables shall be as stated in the applicable SOW. If the SOW is silent, upon full payment of all relevant Fees, Customer receives a perpetual, worldwide, non-exclusive, non-transferable licence to use the final Deliverables for Customer's internal business purposes.
- 13.2 The default licence does not permit resale, publication, commercial distribution, sublicensing, creation of competing products, removal of attribution or disclosure of a Deliverable as ConnectHEOR-approved for a different context.
- 13.3 To the extent a Deliverable incorporates ConnectHEOR Materials, ConnectHEOR grants only the limited rights necessary for Customer to use the Deliverable as permitted. ConnectHEOR retains the right to reuse general skills, experience, concepts, know-how and non-customer-specific elements, provided it does not disclose Customer Confidential Information.

14. Feedback, analytics and de-identified data

- 14.1 Customer may provide suggestions, ideas or feedback. Customer grants ConnectHEOR a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free right to use and exploit feedback without restriction, provided ConnectHEOR does not identify Customer as its source without permission.
- 14.2 Subject to the Agreement and Applicable Data Protection Law, ConnectHEOR may generate service telemetry, usage statistics and aggregated or de-identified data. ConnectHEOR may use such information for security, operations, analytics, research, benchmarking and improvement, provided it does not reasonably identify Customer or an individual.
- 14.3 ConnectHEOR shall not attempt to re-identify properly de-identified data except to test the effectiveness of de-identification controls or where required by law.

15. Confidentiality

- 15.1 Each Receiving Party shall protect the Disclosing Party's Confidential Information using at least reasonable care, use it only to perform or exercise rights under the Agreement, and disclose it only to personnel, Affiliates, professional advisers and subcontractors who have a need to know and are bound by confidentiality obligations.
- 15.2 Confidential Information excludes information that the Receiving Party can demonstrate: (a) is publicly available without breach; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without confidentiality duty; or (d) is independently developed without use of the Confidential Information.
- 15.3 Where disclosure is required by law, court or regulator, the Receiving Party may disclose the minimum required and, where legally permitted, shall give prompt notice and reasonable cooperation regarding protective measures.
- 15.4 On written request or termination, the Receiving Party shall return or securely destroy Confidential Information, except for copies retained under law, professional standards, backup schedules or bona fide legal hold. Retained information remains protected.
- 15.5 These obligations continue for five years after termination, except that trade secrets and Personal Data remain protected for as long as they retain that status or Applicable Law requires. Each Party acknowledges that unauthorised use, disclosure or misuse of Confidential Information, Intellectual Property Rights, Personal Data or information-security controls may cause irreparable harm for which monetary damages may be inadequate, and the affected Party may seek injunctive, equitable or similar relief in addition to any other remedies available at law.

16. Data protection and privacy

- 16.1 Each Party shall comply with Applicable Data Protection Law in relation to Personal Data it processes under the Agreement.
- 16.2 Where ConnectHEOR processes Personal Data on Customer's behalf as processor, the ConnectHEOR Data Processing Addendum applies and is incorporated by reference. If there is conflict on processor obligations, the DPA prevails.
- 16.3** Customer acknowledges and agrees that ConnectHEOR may engage Affiliates, cloud providers, hosting providers, infrastructure providers, communications providers, artificial intelligence providers and subcontractors in connection with the Services, subject to applicable contractual and legal requirements.
- 16.4 Where each Party acts as an independent controller, each Party independently determines its purposes and means, provides required transparency information and responds to data-subject rights applicable to its Processing.
- 16.5 Customer shall not instruct ConnectHEOR to process Personal Data unlawfully. ConnectHEOR may suspend an instruction it reasonably believes breaches Applicable Data Protection Law while the Parties seek a lawful alternative.
- 16.6 Website-customer and business-contact Personal Data is handled under ConnectHEOR's Privacy Notice and Cookie Notice, as updated from time to time.

17. Information security

- 17.1 ConnectHEOR shall maintain proportionate technical and organisational measures designed to protect systems and information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, taking account of risk, nature of the Service and industry practice.
- 17.2 Security measures may include identity and access management, multi-factor authentication, endpoint controls, encryption where appropriate, vulnerability management, logging, monitoring, incident response, business continuity, personnel confidentiality and supplier risk management.
- 17.3 No system is completely secure. ConnectHEOR does not warrant that security incidents will never occur. Security commitments specific to Customer must be stated in the DPA, SOW or a signed security schedule.
- 17.4 Customer shall configure and use Services securely, maintain its own environment, apply updates, restrict permissions and promptly report suspected incidents.
- 17.5 Except to the extent required by Applicable Law or expressly agreed in writing, Customer shall have no audit, inspection, vulnerability assessment, penetration testing or similar rights with respect to ConnectHEOR's systems, facilities, security controls, personnel, records, subcontractors or infrastructure. Any approved assessment shall be subject to reasonable notice, confidentiality, security, operational and scope limitations determined by ConnectHEOR.

18. Artificial intelligence and automated tools

- 18.1 ConnectHEOR may use artificial intelligence, machine learning, statistical models, automation and third-party analytical tools in delivering Services where permitted by the Agreement and Applicable Law.
- 18.2 Unless expressly agreed, AI-generated or AI-assisted output is provided as an aid and may contain errors, omissions or unsuitable inferences. Customer shall apply qualified human review before relying on output, particularly for clinical, safety, legal, regulatory, reimbursement or material business decisions.
- 18.3 Customer shall not submit confidential, personal, proprietary or regulated information to an AI feature unless the relevant Service documentation, SOW and DPA expressly authorise that use.
- 18.4 ConnectHEOR does not use Customer Confidential Information or Personal Data to train a general-purpose model for unrelated customers unless Customer expressly agrees in writing or the data has been lawfully anonymised so that neither Customer nor an individual is reasonably identifiable.
- 18.5 Allocation of ownership in AI-assisted Deliverables follows Clauses 12 and 13, subject to third-party model terms and limits under Applicable Law.
- 18.6 ConnectHEOR shall not be liable for delays, interruptions, output restrictions, model changes, content filtering decisions, inaccuracies, downtime, service degradation or failures attributable to third-party artificial intelligence providers, cloud providers, infrastructure providers or model developers.

19. Healthcare, scientific and regulatory disclaimers

- 19.1 The Services support research, HEOR, real-world evidence, market access, evidence strategy, analytics, medical affairs and business decision-making. They do not constitute medical advice, diagnosis, treatment, legal advice, financial advice or a substitute for qualified professional judgment.
- 19.2 ConnectHEOR does not make patient-specific clinical decisions and does not guarantee regulatory approval, reimbursement, payer acceptance, publication, scientific validity beyond agreed methods, commercial performance or any particular outcome.
- 19.3 Customer remains responsible for final protocols, analyses, submissions, claims, safety reporting, pharmacovigilance obligations, clinical use, regulatory communications and compliance decisions unless a SOW expressly assigns a defined task to ConnectHEOR. Customer remains solely responsible for all regulatory submissions, interactions with regulators or health authorities, reimbursement submissions, publication decisions, payer communications and use of Deliverables in support of regulatory, clinical, scientific, commercial or business decisions.
- 19.4 Outputs are dependent on data, assumptions, sources, methods and limitations. Customer shall assess suitability in context and comply with applicable research ethics, consent, transparency, disclosure and recordkeeping duties.

20. Third-party services and links

- 20.1 Services may interoperate with or rely on third-party products, cloud infrastructure, data sources, integrations, websites or services. Third-party terms and privacy practices may apply.
- 20.2 ConnectHEOR is not responsible for third-party content, availability, acts, omissions or changes outside its reasonable control. A link or integration does not constitute endorsement.
- 20.3 Where Customer directs ConnectHEOR to use a third-party service, Customer is responsible for obtaining licences and accepting applicable terms unless the Order Form states otherwise.

21. Compliance with laws

- 21.1 Each Party shall comply with Applicable Law relevant to its performance, including applicable anti-bribery, anti-corruption, sanctions, export control, competition, modern slavery, employment, equality, health and safety, data protection and healthcare compliance requirements.
- 21.2 Customer shall not use the Services for a sanctioned person, prohibited destination, restricted end-use or unlawful transfer. Each Party may conduct proportionate screening and may suspend performance where reasonably necessary to comply with sanctions or export controls. ConnectHEOR may immediately suspend or terminate the Services if continued provision would expose ConnectHEOR, its Affiliates, suppliers or subcontractors to sanctions, export-control restrictions or other legal prohibitions.
- 21.3 Each Party shall comply with the UK Bribery Act 2010 and other applicable anti-corruption laws and shall not offer, promise, give, request or accept an improper financial or other advantage.
- 21.4 Customer shall not require ConnectHEOR to make an unlawful payment or transfer of value to a healthcare professional, healthcare organisation, government official, patient organisation or other covered recipient. Customer remains responsible for any transparency reporting obligation assigned to it by law or SOW.
- 21.5 ConnectHEOR may decline instructions that reasonably create legal, ethical, patient-safety, research-integrity or reputational risk.

22. Warranties and disclaimers

- 22.1 Each Party warrants that it has authority to enter into the Agreement. ConnectHEOR warrants that Professional Services will be performed with reasonable skill and care.
- 22.2 Customer's exclusive remedy for breach of the Professional Services warranty is re-performance of the affected Service, provided Customer gives timely written notice and reasonable detail. If re-performance is not commercially reasonable, ConnectHEOR may refund Fees paid for the materially non-conforming portion.
- 22.3 Except for express warranties in the Agreement and to the maximum extent permitted by law, the Services are provided "as is" and "as available". ConnectHEOR disclaims implied terms, conditions and warranties including satisfactory quality, fitness for a particular purpose, merchantability, non-infringement, accuracy, completeness and uninterrupted or error-free operation.
- 22.4 ConnectHEOR does not warrant results dependent on Customer Data, third-party information, assumptions, evolving evidence, regulatory discretion or third-party systems.

23. Indemnification

- 23.1 Customer shall defend, indemnify and hold harmless ConnectHEOR, its Affiliates and their personnel from third-party claims, losses, damages, fines, penalties, costs and reasonable legal fees arising from: (a) Customer Data or Customer materials infringing rights or violating law; (b) Customer's unlawful or prohibited use of the Services; (c) Customer's breach of Clause 7, 8 or 21; or (d) a decision, representation or external use made by Customer contrary to an express limitation in the Agreement.
- 23.2 ConnectHEOR shall defend Customer against a third-party claim that Customer's authorised use of a generally available ConnectHEOR digital Service infringes a UK patent, copyright or trade mark, and shall pay finally awarded damages or approved settlement amounts, subject to this Clause.
- 23.3 ConnectHEOR has no obligation for claims caused by Customer Data, Customer specifications, unauthorised modifications, combination with items not supplied by ConnectHEOR, use after notice to stop, or use outside the Agreement. ConnectHEOR may procure continued use, modify or replace the affected item, or terminate the affected Service and refund prepaid unused Fees.
- 23.4 An indemnified Party shall promptly notify the indemnifying Party, provide reasonable cooperation at the indemnifying Party's cost and allow control of defence and settlement. No settlement may admit fault of or impose non-monetary obligations on the indemnified Party without consent, not to be unreasonably withheld.

24. Limitation of liability

- 24.1 Nothing in the Agreement limits or excludes liability that cannot lawfully be limited or excluded, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 24.2 Subject to Clause 24.1, neither Party is liable for loss of profit, revenue, business, opportunity, anticipated savings, goodwill, reputation or data, or for indirect, special, incidental, exemplary, punitive or consequential loss, whether in contract, tort, negligence, misrepresentation, restitution or otherwise, even if advised of the possibility.
- 24.3 Subject to Clauses 24.1 and 24.4, each Party's total aggregate liability arising out of or in connection with the Agreement shall not exceed the total Fees paid or payable under the affected Order Form or Statement of Work during the twelve (12) months immediately preceding the event giving rise to the claim.
- 24.4 The cap in Clause 24.3 does not apply to:
- (a) Customer's payment obligations;
 - (b) Customer's breach of any licence, access, use, intellectual property protection or acceptable-use restrictions under the Agreement;
 - (c) Customer's unauthorised use, reproduction, disclosure, reverse engineering, misappropriation, infringement or violation of ConnectHEOR's Intellectual Property Rights;
 - (d) a Party's liability under an indemnity to the extent expressly stated to be uncapped in the applicable Order Form, Statement of Work or Agreement; or
 - (e) liability that cannot be limited or excluded under Applicable Law.

For breach of confidentiality, privacy, information-security or data-protection obligations, the Parties may agree a separate liability cap in the applicable Order Form, Statement of Work or Data Processing Addendum. In the absence of an expressly agreed alternative cap, Clause 24.3 shall apply to the fullest extent permitted by Applicable Law.

- 24.5 Each Party shall take reasonable steps to mitigate loss. Multiple claims arising from the same or related facts constitute a single claim for purposes of the cap.
- 24.6 No claim, action or proceeding arising out of or relating to the Agreement may be brought more than two (2) years after the cause of action arose, except where a longer period is required under Applicable Law.

25. Suspension

- 25.1 ConnectHEOR may suspend all or part of a Service where reasonably necessary to address: material breach, overdue undisputed Fees, security threat, unlawful use, risk to systems or other customers, sanctions concern, third-party service suspension, or legal or regulatory requirement.
- 25.2 Where reasonably practicable, ConnectHEOR shall give notice and an opportunity to remedy before suspension. In urgent circumstances, ConnectHEOR may suspend immediately and provide notice promptly afterwards.

25.3 ConnectHEOR shall limit suspension to the affected Service where reasonably possible and restore access after the cause is remedied. Suspension does not relieve Customer of payment obligations for the committed term where the cause is attributable to Customer.

26. Term and termination

26.1 These Terms commence when first accepted or used and continue while any Service or Order Form remains active.

26.2 Each Order Form or SOW continues for its stated term. Renewal occurs only as stated in that document. If silent, there is no automatic renewal.

26.3 Either Party may terminate an affected Order Form or the Agreement for material breach not cured within thirty days after written notice. If breach is incapable of cure, termination may be immediate.

26.4 Either Party may terminate immediately if the other becomes insolvent, enters liquidation or administration, ceases business, or is subject to an analogous process, to the extent permitted by law.

26.5 ConnectHEOR may terminate immediately where continued performance would violate law, sanctions, professional standards or create a material security or patient-safety risk.

26.6 Termination for convenience applies only if expressly provided in the relevant Order Form or SOW.

27. Consequences of termination

27.1 On expiry or termination: (a) rights to access affected Services cease; (b) Customer shall pay accrued and outstanding Fees; (c) each Party shall return or destroy Confidential Information in accordance with Clause 15; and (d) Personal Data shall be handled under the DPA.

27.2 Unless otherwise stated, Customer may request export of Customer Data within thirty days after termination in a standard format reasonably available to ConnectHEOR. After that period, ConnectHEOR may delete Customer Data subject to legal retention and backup schedules.

27.3 Termination does not affect accrued rights. Clauses intended by nature to survive shall survive, including payment, intellectual property, confidentiality, data protection, disclaimers, indemnities, liability, consequences of termination and general provisions.

28. Publicity and use of name

28.1 Neither Party may use the other Party's name, logo, trade marks or brand elements in publicity, marketing, case studies or press releases without prior written consent, except for factual internal references or disclosures required by law.

28.2 Any approved use must comply with brand guidelines and may be withdrawn on reasonable notice. No Party may imply endorsement beyond the consent granted.

29. Notices

29.1 Formal notices concerning breach, termination, indemnity or legal proceedings must be in writing and sent by personal delivery, tracked courier or email to the legal-notice details in the Order Form. Notices to ConnectHEOR shall also be copied to legal@connectheor.com.

29.2 A notice is deemed received: if delivered personally, on delivery; if by tracked courier, on recorded delivery; if by email, when sent without delivery failure before 5:00 p.m. on a Business Day in the recipient's location, otherwise on the next Business Day.

29.3 Operational, support and service communications may be sent through ordinary email, account notifications or the Service.

30. General legal provisions

30.1 **Order of precedence.** In a conflict, the following order applies unless expressly stated otherwise: (1) signed amendment; (2) DPA or mandatory transfer terms for data-protection matters only; (3) Order Form; (4) SOW; (5) these Terms; and (6) Documentation. A specific negotiated term prevails over a general term only for its stated subject. No purchase order, procurement portal requirement, supplier code, onboarding document, vendor registration process, customer policy, click-wrap term or similar document shall modify the Agreement unless expressly agreed in writing by an authorised representative of ConnectHEOR.

- 30.2 Assignment.** Customer may not assign, transfer, novate or deal with the Agreement without ConnectHEOR's prior written consent. ConnectHEOR may assign to an Affiliate or in connection with merger, reorganisation or sale of substantially all relevant business, provided the assignee assumes applicable obligations.
- 30.3 Independent contractors.** The Parties are independent contractors. Nothing creates partnership, agency, fiduciary relationship, employment or authority to bind the other Party.
- 30.4 Force Majeure.** Neither Party shall be liable for any delay, failure or interruption in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, labour disputes, governmental actions, sanctions, export-control restrictions, utility failures, internet outages, telecommunications failures, denial-of-service attacks, cyber-attacks, failures of third-party hosting providers, cloud-service providers, artificial intelligence providers, infrastructure providers or other events beyond the affected Party's reasonable control. The affected Party shall promptly notify the other Party and use commercially reasonable efforts to mitigate the effects of the event and resume performance as soon as reasonably practicable. If the affected Service cannot be substantially performed for a continuous period exceeding sixty (60) days, either Party may terminate the affected Service upon written notice without further liability, except for obligations accrued prior to termination.
- 30.5 Waiver.** A waiver is effective only in writing and for the specific circumstance. Delay or failure to exercise a right is not a waiver.
- 30.6 Severability.** If a provision is invalid or unenforceable, it shall be modified to the minimum extent required to make it enforceable or severed, without affecting the remainder.
- 30.7 Entire agreement and non-reliance.** The Agreement constitutes the entire agreement on its subject and supersedes prior proposals, discussions and representations. Each Party acknowledges it has not relied on a statement not expressly included, without limiting liability for fraud.
- 30.8 Amendments.** A negotiated Agreement may be amended only in writing signed by authorised representatives. ConnectHEOR may update public website Terms for future use by posting an updated version and effective date. Material changes affecting an active paid Service will take effect on renewal unless required sooner by law or security need.
- 30.9 No third-party rights.** Unless expressly stated, no person other than the Parties has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the Agreement.
- 30.10 Remedies are cumulative.** Rights and remedies are cumulative except where an exclusive remedy is expressly stated.
- 30.11 Counterparts and electronic acceptance.** Order Forms and amendments may be executed in counterparts and by electronic signature, each of which constitutes an original and together form one instrument.

31. Governing law and disputes

- 31.1** The Agreement and any non-contractual obligations arising from it are governed by the laws of England and Wales.
- 31.2** The courts of England and Wales have exclusive jurisdiction, except that either Party may seek urgent injunctive or protective relief in any court of competent jurisdiction.
- 31.3** Before commencing proceedings, the Parties shall use good-faith efforts to resolve the dispute through escalation to senior representatives. This does not prevent urgent relief or proceedings required to preserve a limitation period.

32. Contact information

- 32.1** Legal entity: ConnectHEOR Limited.
- 32.2** Registered office: 5 St. John's Lane, London, England EC1M 4BH, United Kingdom.
- 32.3** Legal notices: legal@connectheor.com.
- 32.4** Privacy enquiries: privacy@connectheor.com.
- 32.5** General enquiries and support: info@connectheor.com.

Schedule 1 – Service-specific terms

The following provisions apply only where the relevant category is included in an Order Form or SOW.

S1.1 Technology-Enabled Services

Availability commitments, support response targets, maintenance windows, service credits and recovery objectives apply only if expressly stated in a Service Level Schedule.

Customer is responsible for compatible devices, connectivity, browser configuration, integrations and third-party licences unless expressly included.

S1.2 Research and analytical services

Methods, sources, assumptions, inclusion criteria, limitations and quality-control steps shall be recorded in project documentation where appropriate.

Customer shall identify intended use, audience and jurisdiction. Reuse for a materially different purpose requires fresh assessment.

S1.3 Training and workshops

Training materials are licensed for attendance and internal use only. Recording, redistribution or creation of derivative training is not permitted without written approval.

S1.4 Beta or evaluation features

Beta, preview, pilot and evaluation features may be incomplete, changed or withdrawn and are provided without service levels. They must not be used for production, clinical or regulated decisions unless expressly approved.

Schedule 2 – Acceptable use standard

- Do not attempt unauthorised access to any Service, system, account, environment or information.
- Do not interfere with the security, integrity, availability or performance of the Services.
- Do not upload, transmit or introduce malware, malicious code or harmful content.
- Do not submit patient-identifiable information, special category personal data, protected health information or regulated research data unless expressly authorised and appropriate contractual safeguards are in place.
- Do not use the Services in a manner that violates Applicable Law, regulatory requirements or third-party rights.
- Do not provide false, misleading or fraudulent information in connection with the Services.
- Do not copy, reproduce, distribute, modify, publish, disclose or exploit ConnectHEOR Materials except as expressly permitted under the Agreement.
- Do not reverse engineer, decompile, disassemble or attempt to derive underlying methodologies, models, frameworks, tools or technologies used in the Services except to the extent prohibited by law.
- Do not use the Services to develop, support or improve a competing product or service.
- Do not use the Services to harass, discriminate against, defame, threaten or otherwise harm any individual or organisation.
- Do not upload content that infringes intellectual property rights, confidentiality obligations or privacy rights.
- Promptly report any suspected security incident, unauthorised access, vulnerability or misuse relating to the Services.

Schedule 3 – Order of precedence

Priority	Document	Scope
1	Signed amendment	Only the provisions expressly amended
2	DPA / mandatory transfer terms	Privacy, processing and international transfer matters
3	Order Form	Commercial and service-specific terms
4	Statement of Work	Project scope, Deliverables and

Priority	Document	Scope
		assumptions
5	Terms of Use	General legal framework
6	Documentation	Operational instructions